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State of Missouri

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Missouri Department of  
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**MISSOURI REAL ESTATE COMMISSION**

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Terry W. Moore  
Executive Director  
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June 24, 2021

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
No. 9414 7266 9904 2102 6022 62

Charles Norton  
109 Commercial St Unit #111  
Warrensburg MO 64093

RE: Missouri Real Estate Commission vs. Charles Norton (SAL #2017008916)

Dear Mr. Norton:

Please find enclosed a copy of the Settlement Agreement between Missouri Real Estate Commission and Charles Norton in the above referenced case.

If you have questions about this matter, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Terry W. Moore".

Terry W. Moore  
Executive Director

TWM/cmc

Enclosures

c: Charles Norton (certified mailed #7016 3010 0000 3405 5197)  
Christopher J. Cribb / EXP Realty LLC (regular mail)  
9393 W 110<sup>th</sup> St Ste 500, Overland Park KS 66210

**SETTLEMENT AGREEMENT BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION AND CHARLES NORTON**

Come now Charles Norton ("Licensee") and the Missouri Real Estate Commission ("Commission") and enter into this Settlement Agreement for the purpose of resolving the question of whether Licensee's license as a real estate salesperson will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Commission under § 621.110, RSMo.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee and, subsequently, the right to a disciplinary hearing before the Commission at which time Licensee may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against Licensee's license. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document, as they pertain to Licensee.

Licensee acknowledges that Licensee has received a copy of the documents relied upon by the Commission in determining there was cause to discipline Licensee's license, along with citations to law and/or regulations the Commission believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Commission that Licensee's real estate salesperson license, number 2017008916 is subject to disciplinary action by the Commission in accordance with the provisions of Chapter 621 and §§ 339.010-339.205 and 339.710-339.855, RSMo.

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<sup>1</sup> All statutory references are to Missouri Revised Statutes, as amended, unless otherwise indicated.

Joint Stipulation of Fact and Conclusions of Law

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of Sections 339.010-339.205 and 339.710-339.855, RSMo.

2. Licensee, Charles Norton, holds an active real estate salesperson license from the Commission, license number 2017008916. The Commission issued Licensee's license on March 17, 2017. Licensee's license expires September 30, 2022. Licensee's license was current and active at all times relevant herein.

3. On or about March 23, 2020, the Commission received a complaint filed by Licensee. During the course of investigation of the complaint it was revealed that Licensee had pled guilty to a felony charge in Johnson County, Missouri. Based on this information, the Commission initiated an investigation on October 21, 2020.

4. The Commission's review of Licensee's Missouri criminal history revealed that on or about September 16, 2020, Licensee pled guilty to the class E felony charge of *Harassment – 1<sup>st</sup> Degree*, in the Circuit Court of Johnson County, Missouri, case number 20JO-CR00209-01. The Court suspended imposition of Licensee's sentence and placed Licensee on five (5) years' supervised probation, due to end September 16, 2025.

5. Section 339.040.1, RSMo, states, in relevant part:

1. Licenses shall be granted only to persons who present, and corporations, associations, limited liability companies, and professional corporations whose officers, managers, associates, general partners, or members who actively participate in such entity's brokerage, broker-salesperson, or salesperson business present, satisfactory proof to the commission that they are competent to transact the business of a broker or broker salesperson in such a manner as to safeguard the interest of the public.

6. Licensee's conduct, as described in paragraph 4 above, constitutes cause to discipline Licensee's license pursuant to § 339.100.2(16), (18) and (19), RSMo.

7. Cause exists for the Commission to take disciplinary action against Licensee's license under § 339.100.2(16), (18) and (19), RSMo, which states in pertinent part:

...

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

...

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

...

(18) Been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this state or any other state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, whether or not sentence is imposed;

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence [.]

#### Joint Agreed Disciplinary Order

8. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Commission in this matter under the authority of §§ 536.060, 621.045.4 and 621.110, RSMo.

9. The terms of discipline shall include that **Charles Norton's real estate salesperson license, number 2017008916, shall be placed on PROBATION for a period of FIVE (5) years.** During the period of probation on his license, Norton shall be entitled to practice as a real estate salesperson provided he adheres to all the terms stated herein. The period of probation shall constitute the "disciplinary period."

#### Additional Term:

a. Licensee is to disclose his criminal history to his broker and provide disclosure documents to the Commission.

General Terms:

a. Licensee shall keep the MREC apprised at all times in writing of Licensee's current addresses, e-mail address (if any), and telephone numbers at each place of residence and business. Licensee shall notify the MREC in writing within ten days of any change in this information.

b. Licensee shall timely renew Licensee's license, timely pay all fees required for license renewal, and comply with all other requirements necessary to maintain Licensee's license in a current and active state. During the disciplinary period, Licensee shall not place Licensee's license on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Licensee may surrender Licensee's real estate license by submitting a Surrender of Licensure Rights & Privileges form to the MREC. If Licensee applies for a real estate license after surrender, Licensee shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

c. Licensee shall meet in person with the MREC or its representative at any such time and place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

d. Licensee shall immediately submit documents showing compliance with the requirements of this Order to the MREC when requested by the MREC or its designee.

e. During the probationary period, Licensee shall accept and comply with unannounced visits from the MREC's representatives to monitor compliance with the terms and conditions of this Order.

f. Licensee shall comply with all relevant provisions of Chapter 339, RSMo, as amended; all rules and regulations of the MREC; and all local, state, and federal laws. "State" as used herein refers to the State of Missouri and all other states and territories of the United States.

g. Licensee shall report to the MREC each occurrence of Licensee being finally adjudicated and found guilty, or entering a plea of guilty or nolo contendere, in a state or federal criminal prosecution, to felony or misdemeanor offenses, within ten business days of each such occurrence.

h. Licensee shall not transfer or change the status of his license, or obtain any new licenses from the MREC during the disciplinary period without prior written approval of the MREC.

10. This Agreement does not bind the Commission or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Agreement that are either now known to the Commission or may be discovered.

11. This Agreement does not bind the Commission or restrict the remedies available to it concerning any future violations by Licensee, of Chapter 339, RSMo, as amended, or the regulations promulgated thereunder, or of the terms of this Agreement.

12. All parties agree to pay all their own fees and expenses incurred as a result of this case, its settlement or any litigation.

13. The parties to this Agreement understand that the Missouri Real Estate Commission will maintain this Agreement as an open record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

14. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.


15. Licensee, together with Licensee's heirs and assigns, and Licensee's attorneys, do hereby waive, release, acquit and forever discharge the Commission, its respective members and any of its employees, agents, or attorneys, including any former Commission members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof to be void or unenforceable.

16. If no contested case has been filed against Licensee, Licensee has the right, either at the time the Settlement Agreement is signed by all parties or within fifteen days thereafter, to submit the Agreement to the

Administrative Hearing Commission for determination that the facts agreed to by the parties to the Settlement Agreement constitute grounds for denying or disciplining the license of Licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: **Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High St, Jefferson City, MO 65102.**

17. If Licensee has requested review, Licensee and Commission jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed to seek discipline against Licensees as allowed by law. If the Licensee does not submit the Agreement to the Administrative Hearing Commission for determination, the Agreement shall become effective fifteen (15) days following the signature of the Commission's Executive Director, unless waived by the licensee.

**LICENSEE**

  
\_\_\_\_\_  
Charles Norton

Date 6/21/2021

**COMMISSION**

  
\_\_\_\_\_  
Terry W. Moore  
Executive Director  
Missouri Real Estate Commission

Date JUNE 24, 2021

**MISSOURI REAL ESTATE COMMISSION 15-DAY WAIVER ATTESTATION**

I attest that I affirmatively waive my right to review of the attached Settlement Agreement by the Administrative Hearing Commission pursuant to section 621.045, RSMo.

I attest that I understand that the Settlement Agreement to become effective upon the date the Missouri Real Commission's Executive Director signs the Settlement Agreement.

CHARLES NORTON  
Printed Name

  
Signature

6 / 21 / 2021  
Date